

REMARKS

In the Office Action mailed November 2, 2006, the Examiner rejected claims 1, 14, 17, 24, and 31-33 under 35 U.S.C. § 103(a) as being unpatentable over *Moran* (U.S. Patent No. 6,430,542); and rejected claims 5-7, 13, 21-23, and 28-30 as being unpatentable over *Moran* in view of *Kunzle et al.* (U.S. Patent Publication No. 2002/0023051).

By this amendment, Applicants amend claims 1, 7, 13, 17, 23, 24, and 30 and cancel claims 5, 6, 21, 22, 28, and 29. As such, with entry of this amendment, claims 1, 7, 13, 14, 17, 23, 24, and 30-33 are now pending in this application.

Applicants respectfully traverse the rejection of claims 1, 7, 13, 14, 17, 23, 24, and 30-33 under 35 U.S.C. § 103(a) because the references cited by the Examiner fail to establish a *prima facie* case of obviousness. A *prima facie* case of obviousness has not been established because, among other things, neither *Moran* or *Kunzle et al.*, taken alone or combination, teach or suggest each and every element of the claimed invention. Moreover, there is no motivation, either in the references or in the knowledge generally available to one of ordinary skill in the art, to combine the references to produce the claimed invention.

Moran and Kunzle et al. fail to teach or suggest the claimed subject matter

Independent claims 1, 17, and 24 are directed at methods and systems for offering financial products to a customer while taken into consideration the customer's life status. "These financial products are directed toward consumers that require financial assistance with student loans, purchasing real estate, purchasing automobiles, and other personal loans." (*Specification*, p. 1.) Specific examples of financial products

may include a mortgage equity loan, a refinancing loan, or a credit card. (*Id.* at p. 1 and p. 12.) *Moran* fails to teach or suggest the offering of financial products to a customer while taken into consideration the customer's life status.

On the contrary, *Moran* is directed to a computer-implemented financial planning and advice system, referred to as Financial Advisory Service (FAS), that aids financial advisors in creating financial plans for their clients. (*Moran*, Abstract and 6:7-23.) A financial plan is a layout of financial goals and the financial inputs and outputs needed to achieve those goals. (See, e.g., *Moran*, 33:8-22.) Therefore, a financial plan does not equate to the claimed "financial product."

Additionally, *Moran* also fails to disclose "analyzing the received customer information using a filter that categorizes a customer into a life status, wherein the life status corresponds to the customer's demographic classification," as recited in independent claims 1 and 17, and similarly recited in independent claim 24. Instead, *Moran* discloses that within FAS a financial advisor may group his clients into an economic group for which a financial plan is to be created. (*Id.* at 11:51-56 and 12:56-58.) "Commonly, an economic group is comprised of two persons (husband/wife, or the like) with each person being designated as a specific client." (*Id.* at 12:58-60.) *Moran* does not teach or suggest a filter that categorizes a customer into a life status.

Kunzle et al. discloses systems and methods for recommending financial products. (*Kunzle et al.*, Abstract.) However, *Kunzle et al.* fails to teach or suggest, at a minimum, "selecting, from a set of financial products, a first financial product for the customer based on said life status using a data structure that relates each life status type to a particular financial product," as recited in independent claims 1 and 17, and

similarly recited in independent claim 24. Furthermore, the Examiner does not rely on *Kunzle et al.* for the teaching of this recitation. Accordingly, *Moran*, taken individually or in combination with *Kunzle et al.*, fails to teach each and every element of the claimed invention as recited in independent claims 1, 17, and 24. For at least this reason, Applicants respectfully request the withdrawal of the rejection of claims 1, 17, and 24 and the timely allowance of these claims.

There is no motivation to combine *Moran* and *Kunzle et al.* to produce the claimed invention

Amended independent claims 1 and 17 recite, *inter alia*:

determining the creditworthiness of the customer; and
optimizing said first and second financial products based
on said creditworthiness.

Amended, independent claim 24, although of different scope, includes similar recitations.

As admitted by the Examiner, *Moran* fails to disclose “determining the creditworthiness of the customer; and optimizing said first and second financial products based on said creditworthiness.” (*Final Office Action*, at p. 5.) However, the Examiner relies on *Kunzle et al.* to demonstrate these features. Yet, even if *Kunzle et al.* discloses the above recitation as alleged by the Examiner, a position that Applicants do not concede, there is no motivation in either *Moran* or *Kunzle et al.* to combine the references as asserted by the Examiner.

In attempting to establish motivation, the Examiner asserts:

Furthermore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify *Moran* to include determining the creditworthiness of a

borrower as taught by Kunzle in order for the financial institution to reduce credit risk. (*Id.* at p. 5.)

However, as discussed above, *Moran* is directed towards assisting a financial advisor in providing a financial plan to a client. (*Moran*, 2:57-59.) There is no disclosure of a borrower or a lender in *Moran*. The financial plan disclosed by *Moran* is not a relationship of lender to borrower as suggested by the Examiner. (*Id.*) Instead, the financial plan is simply a plan associated with the client's financial future. Therefore, in such an advisor to client relationship, where no lending or borrowing of funds occurs between the parties, there is no need to determine the creditworthiness "in order for the financial institution to reduce credit risk." In addition, since *Moran* fails to disclose a financial product, *Moran* also fails to disclose "optimizing said first and second financial products based on said creditworthiness," as claimed.

Accordingly, there is no motivation to combine *Moran* and *Kunzle et al.* in the manner suggested by the Examiner. As a result, the rejection of claims 1, 17, and 24 is legally deficient. For at least this reason, Applicants respectfully request the withdrawal of the rejection of claims 1, 17, and 24 and the timely allowance of these claims.

Claims 7, 13, 14, 23, and 30-33 depend from independent claims 1, 17, and 24 and, therefore, include all the recitations of claims 1, 17, and 24. Accordingly, a *prima facie* case of obviousness has also not been established for dependent claims 7, 13, 14, 23, and 30-33 for at least the same reasons set forth above in connection with independent claims 1, 17, and 24. Applicants therefore also respectfully request the withdrawal of the rejection of claims 7, 13, 14, 23, and 30-33 and the timely allowance of these claims.

Conclusion

Applicants respectfully request that this Amendment under 37 C.F.R. § 1.116 be entered by the Examiner, placing claims 1, 7, 13, 14, 17, 23, 24, and 30-33 in condition for allowance. Applicants submit that the proposed amendments of claims 1, 7, 13, 17, 23, 24, and 30 do not raise new issues or necessitate the undertaking of any additional search of the art by the Examiner, since all of the elements and their relationships claimed were either earlier claimed or inherent in the claims as examined. Therefore, this Amendment should allow for immediate action by the Examiner.

Furthermore, Applicants submit that the entry of the amendment would place the application in better form for appeal, should the Examiner dispute the patentability of the pending claims.

In view of the foregoing remarks, Applicants submit that the pending claims are neither anticipated nor rendered obvious in view of the cited art. Applicants therefore request the entry of this Amendment, the Examiner's reconsideration of the application, and the timely allowance of the pending claims.

The preceding arguments are based on the arguments presented in the Office Action, and therefore do not address patentable aspects of the invention that were not addressed by the Examiner. The pending claims may include other elements that are not shown, taught, or suggested by the cited art. Accordingly, the preceding argument in favor of patentability is advanced without prejudice to other bases of patentability. Furthermore, the Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such

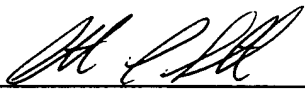
statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: January 29, 2007

By: 
Arthur A. Smith
Reg. No. 56,877
/direct telephone: (202) 408-4049/